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United States Department of Agriculture,

INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

SERVICE AND REGULATORY ANNOUNCEMENTS.¹

No. 31.

OPINIONS OF GENERAL INTEREST REGARDING QUESTIONS ARISING UNDER THE INSECTICIDE ACT OF 1910.

56. NOTICE RELATIVE TO INSECT FLOWER STEMS.

The Insecticide and Fungicide Board has completed tests of the action of powdered insect flower (certain species of pyrethrum)² stems on a large number of different species of insects. Such tests show that the powdered stems are inert as an insecticide. Therefore insecticides containing powdered stems should be labeled to show that the powdered stems are inert in accordance with the provisions of section 8 of the Federal Insecticide Act of 1910, which reads as follows:

"That for the purpose of this Act an article shall be deemed to be misbranded. * * * In the case of insecticides (other than Paris greens and lead arsenates) and fungicides: * * * third, if it consists partially or completely of an inert substance or substances which do not prevent, destroy, repel or mitigate insects or fungi and does not have the names and percentage amounts of each and every one of such inert ingredients plainly and correctly stated on the label: *Provided, however,* That in lieu of naming and stating the percentage amounts of each and every inert ingredient the producer may at his discretion state plainly upon the label the correct names and percentage amounts of each and every ingredient of the insecticide or fungicide having insecticidal or fungicidal properties and make no mention of the inert ingredients, except in so far as to state the total percentage of inert ingredients present."

N. J. 551-575.

[Approved by the Acting Secretary of Agriculture, Washington, D. C., October 1, 1920.]

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910.]

¹ Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each.

² See Insecticide Decision No. 1.

551. Misbranding of "Frear's Amber Oil." U. S. v. Rollo E. Frear (Gold Medal Food Company). Plea of nolo contendere. Fine, \$10. (I. & F. No. 592. Dom. No. 12300.)

On December 3, 1918, the United States attorney for the Middle District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed an information in the United States court for the said district against Rollo E. Frear, trading and doing business as Gold Medal Food Co., at Tunkhannock,

Pa., alleging the shipment by the said defendant, on April 5, 1916, from the State of Pennsylvania into the State of New York, of a quantity of an article, contained in 72 bottles, labeled "Frear's Amber Oil," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on labels affixed to the bottles, and on cartons inclosing the bottles, represented that the article, when used in the method and manner as directed by the said statements, would heal all sores and ulcers of any description or class on man or domestic animals, whereas in fact and in truth, the article, when used in the method and manner as directed, would not heal all sores and ulcers of any description or class on man or domestic animals; and in this, that statements, borne on the labels affixed to the bottles, and on cartons inclosing the bottles, represented that the article, when used in the method and manner as directed by the said statements, would disinfect, and would take the swelling and soreness out of, all sores and cuts of every kind on man or domestic animals, whereas in fact and in truth, the article, when used in the method and manner as directed, would not disinfect, and would not take the swelling and soreness out of, all sores and cuts of every kind on man or domestic animals; and in this, that statements, borne on the labels affixed to the bottles, and on cartons inclosing the bottles, represented that the article, when used in the method and manner as directed by the said statements, would cure and heal all cases of the disease known as scratches on horses, and would remove proud flesh in all cases, whereas in fact and in truth, the article, when used in the method and manner as directed, would not cure or heal all cases of the disease known as scratches on horses, and would not remove proud flesh in all cases; and in this, that statements, borne on cartons inclosing the bottles, represented that the article was a definite chemical compound produced by the chemical combination of several different substances, whereas in fact and in truth, the article was not a definite chemical compound produced by the chemical combination of several different substances; and in this, that statements, borne on cartons inclosing the bottles, represented that the article, when used in the method and manner as directed by the said statements, would be effective against all forms of mange on dogs or other domestic animals, whereas in fact and in truth, the article, when used in the method and manner as directed, would not be effective against all forms of mange on dogs or other domestic animals. Misbranding of the article was alleged further in that a statement, borne on cartons inclosing the bottles, purported and operated to state that the contents of each of the bottles were, in terms of measure, 7 fluid ounces of the article, whereas, the contents of each of the bottles so stated on the cartons were not correctly stated, in that the contents of each of the bottles were, in fact and in truth, less than 7 fluid ounces of the article. Misbranding of the article was alleged further in that a pamphlet or circular, inclosed with each bottle of the article in the carton containing the same, bore statements regarding the article which were false and misleading: In this, that statements, borne on the said pamphlets or circulars, represented that the article, when used in the method and manner as directed by the said statements, would heal all old sores and all ulcers of every kind on man or domestic animals, whereas in fact and in truth, the article, when used in the method and manner as directed, would not heal all old sores or all ulcers of any kind on man or domestic animals; and in this, that statements, borne on the said pamphlets or circulars,

represented that the article, when used in the method and manner as directed by the said statements, would disinfect, would heal and cure, and would remove the swelling and soreness from, all cuts on man or domestic animals, whereas in fact and in truth, the article, when used in the method and manner as directed, would not disinfect, would not heal or cure, and would not remove the swelling or soreness from, all cuts on man or domestic animals; and in this, that statements, borne on the said pamphlets or circulars, represented that the article, when used in the method and manner as directed by the said statements would be effective against all cases of the disease known as scratches in horses, whereas in fact and in truth, the article, when used in the method and manner as directed, would not be effective against all cases of the disease known as scratches in horses; and in this, that statements, borne on the said pamphlets or circulars, represented that the article, when used in the method and manner as directed by the said statements, would be effective against all forms of mange on dogs or other domestic animals, whereas in fact and in truth, the article, when used in the method and manner as directed, would not be effective against all forms of mange on dogs or other domestic animals; and in this, that statements, borne on the said pamphlets or circulars, represented that the article was a definite chemical compound produced by the chemical combination of several different substances, whereas in fact and in truth, the article was not a definite chemical compound produced by the chemical combination of several different substances.

On December 3, 1918, the defendant entered a plea of *nole contendere*, and the court imposed a fine of \$10.

552. Adulteration and misbranding of "Edgerton's Poultry Tonic." U. S. v. 100 Cases of "Edgerton's Poultry Tonic." Default decree of condemnation and confiscation. Product ordered destroyed. (I. & F. No. 666. Dom. No. 14555. S. 52.)

On November 21, 1918, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for confiscation and condemnation of a quantity of an article, contained in 100 cases, each case containing 15 cartons, of an article labeled "Edgerton's Poultry Tonic," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910. It was alleged in the libel that the article had been shipped on August 3, 1918, by the Edgerton Salt Brick Co., Atlanta, Ga., from the State of Georgia into the State of Missouri, and having been so transported remained in the original unbroken packages at Kansas City, Mo.

Adulteration of the article was alleged in the libel in that statements, borne on the labels on the cartons containing the article, purported and professed that the standard and quality of the article were such that the article contained and was 100 per cent drugs, that the article contained no substance other than drugs, and that the article contained exclusively and consisted exclusively of lime, pepper, sulphur, nux vomica, ginger, copperas and salt, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article, in fact and in truth, did not contain and was not 100 per cent drugs, and the article did contain a substance other than drugs, to wit, pulverized, impure dolomitic limestone, and the article did not contain exclusively and did not consist exclusively of lime, pepper, sulphur, nux vomica, ginger, copperas and salt, and the article did not contain in any appreciable proportion any lime, any pepper, any nux vomica, or any ginger.

Adulteration of the article was alleged further in that statements, borne on the labels on the cartons containing the article, purported and represented that the article contained and was 100 per cent drugs, that the article contained no substances other than drugs, that the article contained exclusively and consisted exclusively of lime, pepper, sulphur, nux vomica, ginger, copperas, and salt, whereas in fact and in truth, a substance other than drugs, to wit, pulverized impure dolomitic limestone, had been substituted in part for the article and in part for drugs of which the said article purported and was represented to consist exclusively, and in whole or in part for each and several of the substances and ingredients, to wit, lime, pepper, sulphur, nux vomica, ginger, copperas, and salt, of which the article purported and was represented to consist exclusively.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels on the cartons containing the article, represented that the article contained and was 100 per cent drugs, that the article contained no substances other than drugs, that the article contained exclusively and consisted exclusively of lime, pepper, sulphur, nux vomica, ginger, copperas, and salt, whereas in fact and in truth, the article did not contain exclusively and was not 100 per cent drugs, and the article did contain a substance other than drugs, to wit, pulverized, impure dolomitic limestone, and the article did not contain exclusively and did not consist exclusively of lime, pepper, sulphur, nux vomica, ginger, copperas, and salt, and the article did not contain in any appreciable proportion any lime, any pepper, any nux vomica, or any ginger; and in this, that statements borne on the labels on the cartons containing the article represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would cause hens to lay eggs, would keep all kinds of poultry in a healthy condition, and would cure most diseases to which poultry is subject, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed by the said statements, would not cause hens to lay eggs, would not keep all kinds of poultry in a healthy condition, and would not cure most diseases to which poultry is subject. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sulphur, which said inert substances and ingredients do not and did not prevent, destroy, repel or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the cartons containing the article or on each or any label affixed thereto, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any of the cartons or on each or any label affixed thereto.

On February 18, 1919, no claimant having appeared for the article, and no answer to the libel having been filed, a decree of condemnation and confiscation of the article was entered, and the article was ordered destroyed by the United States marshal.

553. Alleged misbranding of "Stalke's Lice Killer Food." U. S. v. Walter Birch & John H. Bradshaw (Stalke & Co.). Verdict of not guilty. (I. & F. No. 614. Dom. No. 12860.)

On October 14, 1918, the United States attorney for the Southern District of California, acting upon a report by the Secretary of Agriculture, filed in

the District Court of the United States for the said district an information against Walter Birch and John H. Bradshaw, trading and doing business as Staite & Co., San Diego, Calif., alleging the shipment by the said defendants, on September 6, 1916, from the State of California into the State of Texas, of a quantity of an article, contained in 4 packages, labeled "Staite's Lice Killer Food," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in that statements, borne on labels affixed to the packages containing the article, represented that the article, when used and applied in the method and manner as directed by the said statements, would kill and exterminate lice and all other vermin that infest poultry, and would rid poultry of lice and all other vermin, and that the article contained substances which, when the article was used and applied in the method and manner as directed, would cause the article to kill and exterminate lice and all other vermin that infest poultry, and would rid poultry of lice and all other vermin, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not kill or exterminate lice or all other vermin that infest poultry, and would not rid poultry of lice or all other vermin, and the article did not contain substances which, when the article was used and applied in the method and manner as directed, would cause the article to kill or exterminate lice or all other vermin that infest poultry or rid poultry of lice or all other vermin. Misbranding of the article was alleged further in that a statement, borne on the labels affixed to the packages, purported and operated to state that the contents of each of the packages were, in terms of weight, one and one-quarter pounds of the article, whereas, the contents of each of the packages so stated on the outside thereof, were not plainly and correctly stated, in that the contents of each of the packages were, in fact and in truth, less than one and one-quarter pounds of the article. Misbranding of the article was alleged further in that it consisted wholly of inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate lice or other vermin that attack or infest poultry, when the article is fed and administered to poultry in the method and manner as directed, and the names and the percentage amounts of each and every one of the said inert ingredients were not plainly and correctly stated on each or any label affixed to each or any of the packages containing the article.

On March 11, 1919, the defendants having entered a plea of not guilty to the information and a trial having been had, a verdict of not guilty was returned.

554. Adulteration and misbranding of "Black Diamond Chlorinated Lime or Bleaching Powder." U. S. v. 105 Cans of "Black Diamond Chlorinated Lime or Bleaching Powder." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 658. Dom. No. 14540. S. 49.)

On September 16, 1918, the United States attorney for the District of Rhode Island, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and confiscation of 105 cans of an article labeled "Black Diamond Chlorinated Lime or Bleaching Powder," at Providence, R. I. It was alleged in the libel that the article had been shipped on July 27, 1918, from the State of New York into the State of Rhode Island, by Archibald & Lewis Company,

New York, N. Y., and having been so transported remained unsold in the original unbroken packages at Providence, R. I., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that the statement borne on the labels affixed to the cans, to wit, "Black Diamond Chlorinated Lime or Bleaching Powder—Active Ingredients, Available Chlorine 30%—Inert Ingredients 70%," professed that the standard and quality of the article were such that it contained available chlorine in the proportion of thirty per centum, and that it contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, to wit, putrefactive and pathogenic bacteria, in the proportion of seventy per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article contained available chlorine in a proportion less than thirty per centum, and contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, to wit, putrefactive or pathogenic bacteria, in a proportion greater than seventy per centum.

Misbranding of the article was alleged in the libel in that the statement, to wit, "12 ozs., Net Weight," borne on the labels affixed to the outside of each of the cans, operated to state that the contents of each of the cans were, in terms of weight, twelve ounces of the article, whereas, the contents of each of the said cans were not correctly stated in that, in fact and in truth, the contents of each of the cans were, in terms of weight, less than twelve ounces of the article. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the cans, represented that the article contained and consisted of available chlorine in the proportion of thirty per centum, and that it contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate putrefactive or pathogenic bacteria, in the proportion of seventy per centum, whereas in fact and in truth, the article contained available chlorine in a proportion less than thirty per centum, and contained inert ingredients in a proportion greater than seventy per centum.

On June 13, 1919, no claimant having appeared for the article, judgment of condemnation and forfeiture was entered, and the court ordered the destruction of the article by the United States marshal.

555. Misbranding of "Kirke Bordeaux and Glucose Cartridge." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$5. (I. & F. No. 691. Dom. No. 13121.)

On July 11, 1919, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by the said defendant, on February 21, 1917, from the State of New York into the State of Maryland, of a quantity of an article, contained in 12 packages, which were inclosed in two cartons, labeled "Kirke Bordeaux and Glucose Cartridge," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels

affixed to the 12 packages containing the article, and statements borne in printed booklets packed and contained with the two cartons containing the 12 packages of the article, represented that the article, when used and applied in the method and manner as directed by the said statements, would be effective against the fungi and fungus diseases known as black rot, bitter rot, downy mildew, leaf spot, scab, sooty fungus, blight, rust, and all other fungi and fungus diseases that affect fruit trees, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not be effective against the fungi and fungus diseases known as black rot, bitter rot, downy mildew, leaf spot, scab, sooty fungus, blight, rust, or all other fungi and fungus diseases that affect fruit trees; and in this, that statements borne on the labels affixed to the packages containing the article, and statements, borne in printed booklets packed and contained with the two cartons containing the 12 packages of the article, represented that the article, when used in the method and manner as directed by the said statements, and after the early part of the summer, would not cause injury to the foliage of peach trees or Japanese plum trees, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, and after the early part of the summer season, would cause serious injury to the foliage of peach trees and Japanese plum trees; and in this, that statements, borne in the printed booklets packed and contained with the cartons containing the 12 packages of the article, represented that the article, when used and applied in the method and manner as directed by the said statements, would dissolve evenly and so as to produce a distribution of uniform strength of the article, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not dissolve evenly or so as to produce a distribution of uniform strength of the article; and in this, that statements, borne in the printed booklets packed and contained with the two cartons containing the 12 packages of the article, represented that the article, when used and applied in the method and manner as directed by the said statements, would not cause injury to the foliage of plants, would be effective for the control of fungi and fungus diseases known as bitter rot, sooty fungus, scab, leaf spot, black rot, downy mildew, blight, rust, wilt, and all other fungi and fungus diseases that affect plants, and would protect plants from flea-beetles, grape root-worm beetles, and all other similar insects that attack or infest plants, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would cause serious injury to the foliage of certain fruit trees, to wit, the apple, the peach, and the Japanese plum, and the article, when used and applied in the method and manner as directed by the said statements, would not be effective for the control of the fungi and fungus diseases known as bitter rot, sooty fungus, scab, leaf spot, black rot, downy mildew, blight, rust, wilt, or all other fungi and fungus diseases that affect plants, and would not protect plants from flea-beetles, grape root-worm beetles, or all other similar insects that attack or infest plants.

On September 15, 1919, the defendant withdrew a plea of not guilty previously entered, and entered a plea of guilty to the information, and the court imposed a fine of \$5.

556. Adulteration and misbranding of "Special Pine Oil." U. S. v. Hal H. Post (The Post Chemical Manufacturing Co.). Plea of guilty. Fine, \$50 and costs. (I. & F. No. 741. Dom. No. 14616.)

On September 11, 1919, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the Dis-

trict Court of the United States for the said district an information against Hal H. Post, trading and doing business under the name and style of The Post Chemical Manufacturing Co., at Cleveland, Ohio, alleging the shipment by the said defendant, on October 8, 1918, from the State of Ohio into the State of Pennsylvania, of 120 gallons of an article, contained in 2 drums, labeled "Special Pine Oil," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the words, "Special Pine Oil," borne on the labels affixed to the drums containing the article, purported and professed that the standard and quality of the article were those of pine oil, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article consisted partially of mineral oil, soap and water. Adulteration of the article was alleged further in that the words, "Special Pine Oil," borne on the labels affixed to the drums containing the article, operated to state that the article consisted wholly of pine oil, whereas in fact and in truth, the article did not consist wholly of pine oil, but other substances, to wit, mineral oil, soap, and water, had been substituted in part for pine oil.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in that the words, "Special Pine Oil," borne on the labels affixed to the drums containing the article, represented that the article consisted wholly of pine oil, whereas in fact and in truth, the article consisted partially of substances other than pine oil, to wit, mineral oil, soap, and water. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, mineral oil and water, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of each of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to either of the drums containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly, or at all, on each or any label affixed to either of the said drums.

On September 20, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50 and costs.

557. Adulteration and misbranding of "Tobacco and Sulphur Insecticide and Fertilizer for Plants." U. S. v. George P. Sturtevant. Plea of guilty. Fine, \$20. (I. & F. No. 671. Dom. No. 13751.)

On September 23, 1919, the United States attorney for the District of Connecticut, acting upon a report by the Secretary of Agriculture, filed in the District court of the United States for the said district an information against George P. Sturtevant, Hartford, Conn., alleging the shipment by the said defendant, on May 15, 1917, from the State of Connecticut into the State of Massachusetts, of a quantity of an article, contained in twenty-four packages, designated "Tobacco and Sulphur Insecticide and Fertilizer for Plants," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the packages purported and professed that the standard and quality of the strength and purity of the article were such that the article consisted partially of sulphur, that the article contained potash

in the proportion of 7.66 per centum, that the article contained phosphoric acid, in a form available as a fertilizing element, in the proportion of .75 per centum, that the article contained organic matter in the proportion of 82.37 per centum, and that the article contained sulphur in the proportion of 3 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article did not contain or consist partially of sulphur, in that the article contained potash in a proportion less than 7.66 per centum, in that the article contained phosphoric acid, in a form available as a fertilizing element, in a proportion less than .75 per centum, in that the article contained organic matter in a proportion less than 82.37 per centum, and in that the article did not contain sulphur in any appreciable proportion.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels affixed to the packages, represented that the article consisted partially of sulphur, whereas in fact and in truth, the article did not contain or consist partially of sulphur; and in this, that statements, borne on the labels affixed to the packages, represented that the article, when used and applied in the method and manner as directed by the said statements, would destroy rose bugs, cut worms, vine bugs, tomato worms, currant worms, all bugs, all lice, all worms, and parasites of all descriptions that infest plants, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not destroy rose bugs, cut worms, vine bugs, tomato worms, currant worms, all bugs, all lice, all worms, or parasites of all descriptions that infest plants; and in this, that statements, borne on the labels affixed to the packages, represented that the article, when used and applied in the method and manner as directed by the said statements, would prevent earth worms about the roots of plants, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not prevent earth worms about the roots of plants; and in this, that statements, borne on the labels affixed to the packages, represented that the article contained and consisted partially of sulphur, that the article contained potash in a proportion of 7.66 per centum, that the article contained phosphoric acid, in a form available as a fertilizing element, in the proportion of .75 per centum, that the article contained organic matter in the proportion of 82.37 per centum, and that the article contained sulphur in the proportion of 3 per centum, whereas in fact and in truth, the article did not contain or consist partially of sulphur, the article contained potash in a proportion less than 7.66 per centum, the article contained phosphoric acid in a form available as a fertilizing element in a proportion less than .75 per centum, the article contained organic matter in a proportion less than 82.37 per centum, and the article did not contain sulphur in any appreciable proportion; and in this, that a statement, borne on the labels affixed to the packages, represented that the article was the most complete fertilizer for plants and vines, whereas in fact and in truth, the article was not the most complete fertilizer for plants or vines. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than nicotine, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the packages, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the per-

centage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label affixed to each or any of the packages.

On September 23, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20.

558. Misbranding of "Premium Dip." U. S. v. C. D. Smith Drug Co. Plea of guilty. Fine, \$15 and costs. (I. & F. No. 600. Dom. No. 13088.)

On January 28, 1919; the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against C. D. Smith Drug Co., a corporation, St. Joseph, Mo., alleging the shipment by the said defendant, on April 2, 1917, from the State of Missouri into the State of Kansas, of a quantity of an article, contained in 6 cans, labeled "Premium Dip * * * Premium Chemical Company, St. Joseph, Mo.," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when used in the method and manner and in the strengths and proportions as directed by the said statements, would cure all forms of itch that affect cattle or horses, would cure all forms of mange that affect cattle or horses, would destroy all kinds of ticks that infest cattle or horses, would destroy all kinds of parasites that affect cattle or horses, would cure all forms of eczema and would be effective against all forms of surfeit that affect cattle or horses, would be effective in the treatment of all kinds of sores on cattle or horses, and would be effective against all varieties of mange, all varieties of itch, and all varieties of eczema on cattle or horses, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed by the said statements, would not cure all forms of itch that affect cattle or horses, would not cure all forms of mange that affect cattle or horses, would not destroy all kinds of ticks that infest cattle or horses, would not destroy all kinds of parasites that affect cattle or horses, would not cure all forms of eczema or be effective against all forms of surfeit that affect cattle or horses, would not be effective in the treatment of all kinds of sores on cattle or horses, and would not be effective against all varieties of mange, all varieties of itch, and all varieties of eczema on cattle or horses; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when used in the method and manner and in the strengths and proportions as directed by the said statements, would destroy all kinds of parasites that affect sheep, would be effective against worms in the stomachs of sheep, would be effective against all types and varieties of sore mouth in sheep, would be effective against all forms of maggots that infest sheep, and would be effective in the treatment of the disease known as sore mouth in hogs, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed by the said statements, would not destroy all kinds of parasites that affect sheep, would not be effective against worms in the stomachs of sheep, would not be effective against all types and varieties of sore mouth in sheep, would not be effective against all forms of maggots that infest sheep, and would not be effective in the treatment of the disease known as sore mouth in hogs; and in

this, that a statement, borne on the labels affixed to the cans containing the article, represented that the article was not poisonous or injurious to man and animals, whereas in fact and in truth, the article was poisonous and injurious to man and animals. Misbranding of the article was alleged further in that the article consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any label affixed to each or any of the said cans.

On September 24, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$15.

559. Misbranding of "Game Cock Lice and Roach Powder." U. S. v. C. D. Smith Drug Co. Plea of guilty. Fine, \$15 and costs. (I. & F. No. 695. Dom. No. 12588.)

On August 5, 1919, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the C. D. Smith Drug Co., a corporation, St. Joseph, Mo., alleging shipment by the said defendant, on April 27, 1917, from the State of Missouri into the State of Kansas, of a quantity of an article, contained in 4 cans, labeled "Game Cock Lice and Roach Powder," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to the cans containing the article represented that the article, when used and applied in the method and manner as directed by the said statements, would exterminate hen lice and mites on poultry and in hen houses occupied by such poultry, and would exterminate and be effective against cockroaches, whereas in fact and in truth, the article when used and applied in the method and manner as directed by the said statements, would not exterminate hen lice and mites on poultry and in hen houses occupied by such poultry, and would not exterminate or be effective against cockroaches. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than naphthalene, sulphur, and nicotine, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients stated plainly and correctly, or at all, on each or any label affixed to each or any of the said cans.

On September 24, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$15 and costs.

560. Misbranding of "Masury-Young Company Disinfectant." U. S. v. Masury-Young Co. Plea of *nolo contendere*. Fine, \$25. (I. & F. No. 594. Dom. No. 12610.)

On July 9, 1918, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Masury-Young Company, a corporation, Boston, Mass., alleging the shipment by the said defendant, on January 22, 1916, from the State of Massachusetts into the State of Maine, of a quantity of an article, contained in 12 cans, labeled "Masury-Young Company Disinfectant," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels affixed to the cans, represented that the article, when used in the method and manner and in the strength and proportion as directed by the said statement, would be effective against fleas, lice, and all other insects that infest domestic animals and poultry, whereas in truth and in fact, the article, when used in the method and manner and in the strength and proportion as directed by the said statement, would not be effective against fleas, lice or all other insects that infest domestic animals or poultry; and in this, that a statement, borne on the labels affixed to the cans, represented that the article, when used in the method and manner and in the strength and proportion as directed by the said statement, would disinfect houses, public buildings, and stables, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed by the said statement, would not disinfect houses, public buildings, or stables; and in this, that statements, borne on the labels affixed to the cans, represented that the article was non-poisonous and harmless, and that the article, when used in the method and manner and in the strengths and proportions as directed by the said statements, would remove all offensive odors and all poisonous gases in and about hospitals, mills, homes, public buildings, and stables, whereas in fact and in truth, the article was poisonous and harmful, and the article, when used in the method and manner and in the strengths and proportions as directed by the said statements, would not remove all offensive odors and all poisonous gases in and about hospitals, mills, homes, public buildings, or stables. Misbranding of the article was alleged further in that the article consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient so present in the article, stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans.

On October 1, 1919, the defendant company entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$25.

561. Adulteration and misbranding of "Liq Cresolis Comp. U S P." U. S. v. McLaughlin Gormley King Co. Plea of guilty. Fine, \$10. (I. & F. No. 699. Dom. No. 13467.)

On October 1, 1919, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against McLaughlin Gormley King Co., a corporation, Minneapolis, Minn., alleging shipment by the said defendant, on July 1, 1917, from the State of Minnesota into the State of Iowa, of 54 gallons of an article, contained in one drum, labeled "Liq Cresolis Comp. U S P." which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the words and letters, to wit, "Liq Cresolis Comp. U S P Contains Water Inert Substance about 7%," stenciled on the drum containing the article, represented that the standard and quality of the article were such that all of the substances and ingredients used in the preparation of the article were of the standard and quality defined and prescribed in and by the Pharmacopœia of the United States for the substances and ingredients to be used in the preparation of Liquor Cresolis Compositus, whereas, the strength and purity of the article fell below the said professed standard and quality, in that a substance, to wit, cresol, used in the preparation of the article, was less in strength and purity than, and inferior in quality to, the standard and quality defined and prescribed in and by the Pharmacopœia of the United States for cresol to be used in the preparation of Liquor Cresolis Compositus.

Misbranding of the article was alleged in the information (1) in that the package and label bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that the words and letters, "Liq Cresolis Comp. U S P Contains Water Inert Substance about 7%," represented that all of the substances and ingredients used in the preparation of the article were of the standard and quality defined and prescribed in and by the Pharmacopœia of the United States for the substances and ingredients to be used in the preparation of Liquor Cresolis Compositus, and that the article contained and consisted of water in the proportion of 7 per centum, whereas in fact and in truth, all of the substances and ingredients used in the preparation of the article were not of the standard and quality defined and prescribed by the Pharmacopœia of the United States for the substances and ingredients to be used in the preparation of Liquor Cresolis Compositus, in that a substance and ingredient, to wit, cresol, used in the preparation of the article was less in strength and purity than, and inferior in quality to, the standard and quality defined and prescribed in and by the Pharmacopœia of the United States for cresol to be used in the preparation of Liquor Cresolis Compositus, and the article contained and consisted of water in a proportion much greater than 7 per centum.

On October 1, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

562. Misbranding of "Aunt Hannah's Liquid Death Drops." U. S. v. H. Trauerts & Co. Plea of guilty. Fine, \$10. (I. & F. No. 687. Dom. No. 13604.)

On July 8, 1919, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against H. Trauerts & Co., a corporation, Brooklyn, N. Y., alleging the sale and delivery, on June 6, 1917, by the said defendant to McKesson & Robbins, New York, N. Y.,

of a quantity of an article, contained in 720 cans, labeled "Aunt Hannah's Liquid Death Drops," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910. It was further alleged in the information that on June 12, 1917, the said McKesson & Robbins shipped 36 of the said 720 cans of the article, so sold and delivered to it by the said H. Trauerts & Co., from the State of New York into the State of New Jersey; that the cans containing the article and the contents and labels thereof were not altered in any manner whatsoever after the said delivery by H. Trauerts & Co. to McKesson & Robbins, and when so shipped by McKesson & Robbins from the State of New York into the State of New Jersey were intact and in the identical condition as when received by McKesson & Robbins from H. Trauerts & Co.; that before the time of the said sale and delivery of the article by H. Trauerts & Co. to McKesson & Robbins, H. Trauerts & Co. affixed to the labels on the cans of the article a guaranty, to wit, "Guaranteed by Aunt Hannah's Chemical Co., Brooklyn, N. Y. Under the Insecticide Act of 1910, Serial No. 203;" and that by reason of the said sale and delivery of the article by H. Trauerts & Co. to McKesson & Robbins, and the said guaranty, H. Trauerts & Co. was amenable to the prosecutions, fines, and other penalties which would, but for the said guaranty, attach in due course to McKesson & Robbins.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the cans containing the article, represented that the application of the article in the method and manner as directed by the said statements would exterminate bed bugs, roachs, fleas, moths, ants, and vermin of all kinds in and about households and human habitations, whereas in fact and in truth, the use and application of the article in the method and manner as directed by the said statements would not exterminate bed bugs, roaches, fleas, moths, ants, or vermin of all kinds in and about households and human habitations; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the use and application of the article on and to carpets, bedding, and upholstery in the method and manner as directed by the said statements would destroy all germs, would destroy all insects, and would destroy all deposits of eggs of all insects in such carpets, bedding, and upholstery, whereas in fact and in truth, the use and application of the article on and to carpets, bedding, and upholstery in the method and manner as directed by the said statements, would not destroy all germs, would not destroy all insects, and would not destroy the deposits of eggs of all insects in such carpets, bedding, or upholstery; and in this, that a statement, borne on the labels affixed to the cans containing the article, represented that the article would be effective as a disinfectant for sick rooms and toilet rooms, whereas in fact and in truth, the article would not be effective as a disinfectant for sick rooms or toilet rooms.

On October 6, 1919, the defendant withdrew a plea of not guilty previously entered and entered a plea of guilty to the information, and the court imposed a fine of \$10.

563. Adulteration and misbranding of "Germlin." U. S. v. Morisrite Manufacturing Co. Plea of guilty. Fine, \$10. (I. & F. No. 700. Dom. No. 13773.)

On July 12, 1919, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Morisrite Manufacturing Co., a corporation, Bloomfield, N. J., alleging the shipment by

the said defendant, on July 7, 1917, from the State of New Jersey into the State of New York, of 6, more or less, gallons of a certain article, contained in 6 cans, labeled "Germlin," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement, borne on the labels on the cans, professed that the standard and quality of the article were such that it contained water, an inert substance, that is to say, a substance which does not prevent, destroy, repel, or mitigate pathogenic and putrefactive bacteria, in the proportion of eighty-seven and one-half per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article contained water, an inert substance, that is to say, a substance which does not prevent, destroy, repel, or mitigate pathogenic and putrefactive bacteria, in a proportion greater than eighty-seven and one-half per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the cans, represented that the article was effective as a disinfectant and was effective for the destruction of germs, and that the use and application of the article in theatres, hotels, cafes, hospitals, and institutions, and in toilet rooms, urinals, cesspools, sinks, and sewers, in the method and manner as directed by the said statements, would disinfect and would destroy germs in such theatres, hotels, cafes, hospitals, and institutions, and in toilet rooms, urinals, cesspools, sinks, and sewers, whereas in fact and in truth, the article was not effective as a disinfectant and was not effective for the destruction of germs, and the use and application of the article in theatres, hospitals, hotels, cafes, and institutions, and in toilet rooms, urinals, cesspools, sinks, and sewers, in the method and manner as directed by the statements contained on the labels would not disinfect and would not destroy germs in such theatres, hotels, cafes, hospitals, and institutions, and in toilet rooms, urinals, cesspools, sinks, and sewers; and in this, that a statement borne on the labels represented that the article consisted of water in the proportion of eighty-seven and one-half per centum, whereas in fact and in truth, the said article consisted of water in a proportion greater than eighty-seven and one-half per centum.

On October 6, 1919, the defendant retracted a plea of not guilty previously entered and pleaded guilty to the information, whereupon the court imposed a fine of \$10.

564. Misbranding of "Jones' Cabbage Worm Killer." U. S. v. O. S. Jones Seed Co. Plea of guilty. Fine, \$25. (I. & F. No. 751. Dom. No. 13501.)

On September 30, 1919, the United States attorney for the District of South Dakota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against O. S. Jones Seed Co., a corporation, Sioux Falls, S. Dak., alleging the shipment by the said defendant, on September 5, 1917, from the State of South Dakota into the State of Minnesota, of a quantity of an article, contained in 24 cartons, labeled "Jones' Cabbage Worm Killer," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the cartons containing the article, represented that the article, when used

and applied in the method and manner as directed by the said statements, would be effective against cabbage worms and against lice, all bugs, all worms, all insects, and all pests that attack or infest plants, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not be effective against cabbage worms or against lice, all bugs, all worms, all insects, or all pests that attack or infest plants; and in this, that a statement, borne on the labels affixed to the cartons containing the article, represented that the article did not contain Paris green or arsenic, whereas in fact and in truth, the article did contain Paris green and arsenic. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof, and the total amount of the arsenic so contained in the article was not stated, expressed as per centum of metallic arsenic, or at all, on each or any label affixed to each or any of the cartons containing the article. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof and in water-soluble form, and the said arsenic in water-soluble form so present in the article was not stated, expressed as per centum of metallic arsenic, or at all, on each or any label affixed to each or any of the cartons containing the article. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than pyrethrum, hellebore, and a compound of arsenic;³ which said inert substances do not prevent, destroy, repel, or mitigate insects, to wit, insects that attack or infest plants, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cartons containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients of the article, stated plainly and correctly, or at all, on each or any label affixed to each or any of the cartons.

On October 13, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

565. Adulteration and misbranding of "Tatobug." U. S. v. Lebanon Chemical Co. Plea of guilty. Fine, \$20. (I. & F. No. 703. Dom. No. 12547.)

On October 21, 1919, the United States attorney for the Middle District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Lebanon Chemical Co., a corporation, Lebanon, Pa., alleging the shipment by the said defendant, on August 12, 1916, from the State of Pennsylvania into the State of Texas, of a quantity of an article, contained in 36 cartons, labeled "Tatobug," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement, borne on the cartons containing the article, purported and professed that the standard and quality of the article were such that the article consisted of inactive ingredients, that is to say, substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 9 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article contained substances

³ According to the view of the Department of Agriculture that the active ingredients of hellebore are the alkaloids thereof (see items 16 and 22 in Insecticide Service and Regulatory Announcements Nos. 1 and 2), the inert ingredients of the article in this case should have been alleged as *substances other than pyrethrum, alkaloids of hellebore, and a compound of arsenic*.

which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 9 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the cartons containing the article, represented that the article consisted of inactive ingredients, that is to say, substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 9 per centum, whereas in fact and in truth, the article contained substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 9 per centum; and in this, that statements, borne on the cartons containing the article, represented that the article, when prepared, used, and applied in the method and manner, in the strengths and proportions, at the times and seasons, and under the conditions, as directed by the said statements, would control and would be effective against all bugs, mildew, and all fungi and blight, that infest, affect, or attack fruit trees, flowering plants, grapevines, gooseberry bushes, or currant bushes, whereas in fact and in truth, the article, when prepared, used, and applied in the method and manner, in the strengths and proportions, at the times and seasons, and under the conditions, as directed by the said statements, would not control and would not be effective against all bugs, mildew, all fungi or blight, that infest, affect, or attack fruit trees, flowering plants, grapevines, gooseberry bushes, or currant bushes; and in this, that statements, borne on the cartons containing the article, represented that the article, when prepared, used, and applied in the method and manner, in the strengths and proportions, at the times and seasons, and under the conditions, as directed by the said statements, would be effective against lice and all other insects that infest or attack the tobacco plant, whereas in fact and in truth, the article, when prepared, used, and applied in the method and manner, in the strengths and proportions, at the times and seasons, and under the conditions, as directed by the said statements, would not be effective against lice or all other insects that infest or attack the tobacco plant; and in this, that statements, borne on the cartons containing the article, represented that the article, when prepared, used, and applied in the method and manner, in the strengths and proportions, at the times and seasons, and under the conditions, as directed by the said statements, would control and would prevent the ravages of all insects, all fungi, rot, and blight that attack, infest, or affect plants, whereas in fact and in truth, the article, when prepared, used, and applied in the method and manner, in the strengths and proportions, at the times and seasons, and under the conditions, as directed by the said statements, would not control, and would not prevent the ravages of all insects, all fungi, rot, and blight that attack, infest, or affect plants. Misbranding of the article was alleged further in that the article contained arsenic in a combination thereof, and the total amount of the arsenic so present in the article was not stated, expressed as per centum of metallic arsenic, or at all, on each or any of the cartons containing the article, or on each or any label affixed thereto. Misbranding of the article was alleged further in that the article contained arsenic in a combination thereof and in water-soluble form, and the amount of the arsenic in water-soluble form so present in the article was not stated, expressed as per centum of metallic arsenic, on each or any of the cartons containing the article or on each or any label affixed thereto. Misbranding of the article was alleged further in that it consisted partially

of inert substances, to wit, substances other than Paris green, sulphur, and phenols, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the cartons containing the article or on each or any label affixed thereto, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly, or at all, on each or any of the cartons or on each or any label affixed thereto.

On October 21, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20.

566. Misbranding of "Calpyne." U. S. v. Lebanon Chemical Co. Plea of guilty. Fine, \$20. (I. & F. No. 725. Dom. No. 12545.)

On October 21, 1919, the United States attorney for the Middle District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Lebanon Chemical Co., a corporation, Lebanon, Pa., alleging the shipment by the said defendant, on March 21, 1917, from the State of Pennsylvania into the State of Texas, of a quantity of an article, contained in 180 cans, labeled "Calpyne," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels affixed to the cans containing the article, represented that the article, when used and applied in the method and manner as directed by the said statement, would be effective against moths, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statement, would not be effective against moths; and in this, that a statement, borne on the labels affixed to the cans containing the article, represented that the article contained an inert substance, that is to say, a substance which does not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 3 per centum, and that the article did not contain any substance which does not prevent, destroy, repel, or mitigate insects or fungi, other than water, whereas in fact and in truth, the article contained inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 3 per centum, and the article contained substances which do not prevent, destroy, repel, or mitigate insects or fungi, other than water; and in this, that a statement, borne on the labels affixed to the cans containing the article, represented that the use and application of the article on and to garbage would destroy all odors emanating from such garbage, and would prevent flies from breeding in such garbage, whereas in fact and in truth, the use and application of the article on and to garbage would not destroy all odors emanating from garbage, and would not prevent flies from breeding in such garbage. Misbranding of the article was alleged further in that the article consisted partially of inert substances, to wit, substances other than pine oil, calcium oxide, and calcium hydroxide, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the labels affixed to each or any of the cans containing the article, nor in lieu

of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label affixed to each or any of the cans.

On October 21, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20.

567. Adulteration and misbranding of "Niagara Calcium Arsenate, Powdered." U. S. v. 87 Barrels of "Niagara Calcium Arsenate, Powdered." Consent decree of condemnation and forfeiture. Product ordered released to claimant under bond. (I. & F. No. 769. Dom. No. 15189. S. 68.)

On October 3, 1919, the United States attorney for the Southern District of Mississippi, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and confiscation of 87 barrels of an article, labeled "Niagara Calcium Arsenate, Powdered," at Winterville, Miss. It was alleged in the libel that the article had been shipped, by Niagara Sprayer Co., on or about July 31, 1919, from the State of Ohio into the State of Mississippi, and having been so transported, remained unsold in the original unbroken packages at Winterville, Miss.; and that it was an adulterated and misbranded insecticide other than Paris greens and lead arsenates, within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement, borne on the labels affixed to the barrels, professed that the standard and quality of the article were such that it contained water-soluble arsenic, equivalent to and expressed as metallic arsenic, in the proportion of 1 per centum, whereas, the purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in a proportion greater than 1 per centum. Adulteration of the article was alleged further in that the article was intended to be used on vegetation, to wit, the cotton plant, by dusting or sprinkling the article upon the plant in order to destroy the cotton-boll weevil, and that the article contained a substance or substances which would cause injury to the cotton plant when the article was used and applied thereon in the said method and manner.

Misbranding of the article was alleged (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement, borne on the labels affixed to the barrels, represented that the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in the proportion of 1 per centum, whereas in fact and in truth, the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in a proportion greater than 1 per centum. Misbranding of the article was alleged further in that the article contained arsenic in combinations thereof and in water-soluble forms and the amount of the said arsenic so present in the said article, in water-soluble forms, was not stated correctly on each or any label affixed to any of the barrels containing the said article.

On November 3, 1919, The Glidden Company, Cleveland, Ohio, claimant for the goods, having appeared and having filed an answer to the libel admitting the allegations thereof and consenting to a decree of the court, judgment of condemnation and forfeiture was entered, and the court ordered the release of the article to the claimant upon the execution and delivery of a good and sufficient bond, under section 10 of the Insecticide Act.

568. Adulteration and misbranding of "Niagara Calcium Arsenate, Powdered." U. S. v. 163 Barrels of "Niagara Calcium Arsenate, Powdered." Consent decree of condemnation and confiscation. Product released on bond. (I. & F. No. 756. Dom. No. 15175. S. 65.)

At the October term, 1919, of the District Court of the United States for the Eastern District of Arkansas, the United States attorney for the said district, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and confiscation of 163 barrels of an article labeled "Niagara Calcium Arsenate, Powdered." It was alleged in the libel that the article had been shipped by the Niagara Sprayer Co., Middleport, N. Y., for the purpose of being sold, from the State of Ohio into the State of Arkansas, and having been so transported, remained unsold and in the original unbroken packages at Pine Bluff, Ark., and that the article was an adulterated and misbranded insecticide other than Paris greens and lead arsenates, within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement, borne on labels affixed to the barrels containing the article, purported and professed that the standard and quality of the article were such that the article contained water-soluble arsenic, equivalent to and expressed as metallic arsenic, in the proportion of 1 per centum, whereas, the purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in a proportion greater than 1 per centum. Adulteration of the article was alleged further in that it was intended to be used on vegetation, to wit, the cotton plant, by dusting or sprinkling the said article on the said plant in order to destroy the cotton boll weevil, and the article contained a substance or substances which caused injury to the cotton plant when the article was used and applied in the said method and manner.

Misbranding of the article was alleged in the libel (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement, borne on the labels affixed to the barrels containing the article, represented that the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in the proportion of 1 per centum, whereas in fact and in truth, the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in a proportion greater than 1 per centum. Misbranding of the article was alleged further in that it contained arsenic in combinations thereof and in water-soluble forms, and the amount of the said arsenic so present in the said article in water-soluble forms was not stated correctly on each or any label affixed to each or any of the barrels containing the article.

On November 5, 1919, The Glidden Company, Cleveland, Ohio, having appeared as claimant for the goods and having filed an answer to the libel admitting the allegations thereof and consenting to a decree of the court, a decree of condemnation and confiscation was entered providing that the goods should be released to the claimant on the payment of the costs of the proceedings and the execution of a good and sufficient bond in conformity with section 10 of the Insecticide Act.

569. Misbranding of "Vawter's Fly Remover." U. S. v. J. H. Vawter. Plea of nolo contendere. Fine, \$20 and costs. (I. & F. No. 697. Dom. Nos. 13415, 13416.)

On August 8, 1919, the United States attorney for the Eastern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the

District Court of the United States for the said district an information against J. H. Vawter, alleging the shipment by the said defendant, on March 11, 1918, from the State of Illinois into the State of Indiana, of a quantity of an article, contained in 300 cans, designated "Vawter's Fly Remover," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article contained in 120 of the said cans was alleged in the information in that it was in package form, and a statement, borne on the labels affixed to the cans containing the article, operated to state that the contents of each of the said 120 cans were, in terms of measure, one gallon of the article, whereas, the contents of each of the cans were not plainly and correctly stated on the outside of the cans, in that, in fact and in truth, the contents of each of the said cans were less than one gallon of the article.

Misbranding of the article contained in 180 of the said cans was alleged in that it was in package form, and a statement borne on the labels affixed to the cans, operated to state that the contents of each of the said 180 cans were, in terms of measure, one-half gallon of the article, whereas, the contents of each of the said cans were not plainly and correctly stated on the outside of the cans, in that, in fact and in truth, the contents of each of the said cans were less than one-half gallon of the article.

On November 24, 1919, the defendant entered a plea of *nolo contendere*, and the court imposed a fine of \$20 and costs.

570. Misbranding of "Vawter's Fly Remover." U. S. v. J. H. Vawter. Plea of *nolo contendere*. Fine, \$20 and costs. (I. & F. No. 698. Dom. No. 13018.)

On August 8, 1919, the United States attorney for the Eastern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against J. H. Vawter, alleging the shipment by the said defendant, on February 13, 1917, from the State of Illinois into the State of Indiana, of a quantity of an article, contained in 144 cans, labeled "Vawter's Superior Fly Remover," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it was in package form, and a statement, borne on the labels affixed to the cans containing the article, operated to state that the contents of each of the cans were, in terms of measure, one gallon of the article, whereas, the contents of each of the cans were not plainly and correctly stated on the outside of the cans, in that, in fact and in truth, the contents of each of the cans were less than one gallon of the article.

On November 24, 1919, the defendant entered a plea of *nolo contendere*, and the court imposed a fine of \$20 and costs.

571. Adulteration and misbranding of "Stonecypher's Irish Potato Bug Killer Compound." U. S. v. James Henry Stonecypher (Stonecypher Drug & Chemical Co.). Plea of *nolo contendere*. Fine, \$10. (I. & F. No. 629. Dom. No. 13264.)

On December 2, 1919, the United States attorney for the Western District of South Carolina, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against James Henry Stonecypher, trading and doing business under the name and style of Stonecypher Drug & Chemical Co. at Westminster, S. C., alleging the shipment by the said defendant, on April 13, 1917, from the State of South Carolina into the State of Alabama, of a quantity of an article, contained in 1,620 cartons, labeled "Stonecypher's Irish Potato Bug Killer Compound," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement, borne on the labels on the cartons, purported and professed that the standard and quality of the article were such that the article contained copper aceto arsenite in the proportion of 10 per centum, that the article contained metallic arsenic in the proportion of 4 per centum, and that the article contained inert ingredients in the proportion of 90 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article, in fact and in truth, contained copper aceto arsenite in a proportion less than 10 per centum, the article contained metallic arsenic in a proportion less than 4 per centum, and the article contained inert ingredients in a proportion greater than 90 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels on the cartons containing the article, represented that the article contained copper aceto arsenite in the proportion of 10 per centum, that the article contained metallic arsenic in the proportion of 4 per centum, and that the article contained inert ingredients in the proportion of 90 per centum, whereas in fact and in truth, the article contained copper aceto arsenite in a proportion less than 10 per centum, the article contained metallic arsenic in a proportion less than 4 per centum, and the article contained inert ingredients in a proportion greater than 90 per centum; and in this, that statements, borne on the labels of the cartons containing the article, represented that the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statements, would be effective against all bugs infesting young cucumber, squash, cantaloupe, tomato and bean vines, whereas in fact and in truth, the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statement, would not be effective against all bugs infesting young cucumber, squash, cantaloupe, tomato and bean vines. Misbranding of the article contained in three of the cartons was alleged in that a statement, borne on the outside of each of the cartons containing the article, purported and professed that the contents of each of the cartons were, in terms of weight, 14 ounces of the article, whereas, the contents of each of the cartons so stated on the labels were not correctly stated, in that the contents of each of the cartons were, in fact and in truth, less than 14 ounces of the article.

On December 2, 1919, the defendant entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$10.

572. Adulteration and misbranding of "Dry Powdered Arsenate of Calcium." U. S. v. 165 Kegs of "Dry Powdered Arsenate of Calcium." Consent decree of confiscation and condemnation. Product ordered released on bond. (I. & F. Nos. 743, 744. Dom. Nos. 15008, 15009. S. 63 and 64.)

At the September term, 1919, of the United States District Court for the Southern District of Texas, the United States attorney for the said district, acting upon a report by the Secretary of Agriculture, filed in the said court a libel praying the seizure for confiscation and condemnation of one hundred and sixty-five, more or less, kegs of an article designated "Dry Powdered Arsenate of Calcium." It was alleged in the libel that the article had been shipped for the purpose of being sold, on May 24 and May 27, 1919, by the Sherwin-Williams Co., Detroit, Mich., and had been transported from the State of Michigan into the State of Texas; that the article having been so transported,

remained at San Benito, Texas; and that the article was an adulterated and misbranded insecticide other than Paris greens and lead arsenates, within the meaning of the Insecticide Act of 1910.

Adulteration of the article contained in one hundred and thirty-six of the said kegs was alleged in the libel in that the said article was recommended for insecticidal purposes and especially for cotton boll weevil poisoning, whereas, the said article, when prepared and when used and applied on and to the cotton plant in the strength and proportion and in the method and manner in common practice known as dusting, causes injury to the cotton plant.

Adulteration of the article contained in one hundred and thirty-six of the said kegs was alleged further in that it was sold under the claim that the professed standard and quality of the said article were such that it contained water-soluble arsenic pentoxide in the proportion of .75 per centum, whereas in fact and in truth, the said article was of a lower standard and quality, in that it contained water-soluble arsenic pentoxide in excess of the proportion set forth as its professed standard, which said excessive amount of water-soluble arsenic pentoxide rendered the article injurious to vegetation and impaired its effective quality and purity as an insecticide.

Misbranding of the article contained in one hundred and thirty-six of the said packages was alleged in the libel (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and misled the purchaser, in this, that a statement, borne on the labels affixed to the kegs, represented that the said article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion of not more than 1 per centum, whereas in fact and in truth, the said article contained arsenic in water-soluble form in a proportion greater than 1 per centum.

Misbranding of the article contained in one hundred and thirty-six of the packages was alleged further in that the article contained arsenic in combinations thereof and in water-soluble form, and the amount of the said arsenic in water-soluble form so contained in the said article was not correctly stated, expressed as per centum of metallic arsenic, on each or any label affixed to each or any of the kegs.

Adulteration of the article contained in twenty-nine of the said kegs was alleged in the libel in that a statement borne on the labels affixed to the kegs purported and professed that the standard and quality of the said article were such that the article contained calcium arsenate in the proportion of 75 per centum, whereas, the strength and purity of the said article fell below the said professed standard and quality, in that the said article contained calcium arsenate in a proportion less than 75 per centum.

Misbranding of the article contained in twenty-nine of the said kegs was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the kegs represented that the article contained calcium arsenate in the proportion of 75 per centum, whereas in fact and in truth, the said article contained calcium arsenate in a proportion less than 75 per centum; and in this, that a statement borne on the labels affixed to the kegs represented that the article contained inert ingredients in the proportion of 25 per centum, whereas in fact and in truth, the said article contained inert ingredients in a proportion greater than 25 per centum; and in this, that a statement borne on the labels affixed to the kegs represented that the article contained arsenic in water-soluble form, equivalent to and expressed

as metallic arsenic, in a proportion of not more than 1 per centum, whereas in fact and in truth, the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion greater than 1 per centum.

Misbranding of the article contained in twenty-nine of the said kegs was alleged further in that it contained arsenic in combinations thereof and in water-soluble form, and the amount of said arsenic in water-soluble form so contained in the said article was not correctly stated, expressed as per centum of metallic arsenic, on each or any label affixed to each or any of the kegs containing the article; and in this, that a statement borne on the labels affixed to the kegs represented that the said article contained total arsenic, expressed as per centum of metallic arsenic, in a proportion not less than 28 per centum, whereas in fact and in truth, the said article contained total arsenic, expressed as per centum of metallic arsenic, in a proportion less than 28 per centum.

The Sherwin-Williams Co. having appeared as claimant of the said article and filed an answer to the libel, consenting to a decree of confiscation and condemnation, on December 6, 1919, the goods were ordered released to the claimant upon payment of the costs of the proceeding and the execution and delivery of a bond, conditioned that the one hundred and sixty-five kegs of the said article should not be sold or otherwise disposed of contrary to law.

573. Misbranding of "Cremoline." U. S. v. Cremoline Disinfecting Co. Plea of guilty to first count of information. Fine, \$25. Second count dismissed. (I. & F. No. 645. Dom. No. 13013.)

On January 21, 1919, the United States attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information in two counts, against the Cremoline Disinfecting Co., a corporation, St. Louis, Mo., alleging the shipment by the said company, on March 24, 1917, from the State of Missouri into the State of Kentucky, of a quantity of an article, contained in 24 cans, labeled "Cremoline," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (in the first count) in that the packages and labels bore statements regarding the article which were false and misleading, and (in the second count) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the cans, represented that the article, when used in the method and manner and in the strengths and proportions as directed, would eradicate all foul odors in and about sinks, cesspools, water closets, urinals, cellars, stables, poultry houses, and dog kennels, and would make sanitary stables and kennels in all cases and under all conditions, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed, would not eradicate all foul odors in and about sinks, cesspools, water closets, urinals, cellars, stables, poultry houses, or dog kennels, and would not make sanitary stables and kennels in all cases and under all conditions; and in this, that statements, borne on the labels affixed to the cans, represented that the article, when used in the method and manner and in the strength and proportion as directed, would purify the atmosphere in sick rooms and would keep sick rooms free from all odors incident thereto, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not purify the atmosphere in sick rooms and would not keep sick rooms free from all odors incident thereto; and in this, that statements, borne on the labels affixed to the cans, represented that the article, when used in the method and

manner and in the strength and proportion as directed, would be effective against all varieties of mange that affect domestic animals, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all varieties of mange that affect domestic animals; and in this, that statements, borne on the labels affixed to the cans, represented that the article, when used in the method and manner and in the strengths and proportions as directed, would rid of all types and varieties of mites and the germs of all diseases, poultry, pigeons, dogs, Belgian hares, and all kinds of pet animals and birds, and the poultry houses, cages, pens, and places and inclosures used and occupied by such poultry, pigeons, dogs, Belgian hares, and all kinds of pet animals and birds, and would rid of all vermin the nests, roosts, pens and cages used or occupied by such poultry, pigeons, dogs, Belgian hares, and all kinds of pet animals and birds, and would prevent gapes, roup, cholera, and other diseases that affect poultry, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not rid of all types and varieties of mites or the germs of all diseases, poultry, pigeons, dogs, Belgian hares, or all kinds of pet animals or birds, and the poultry houses, cages, pens, and places and inclosures used or occupied by such poultry, pigeons, dogs, Belgian hares, or all kinds of pet animals or birds, and would not rid of all vermin the nests, roosts, pens and cages used or occupied by such poultry, pigeons, dogs, Belgian hares or all kinds of pet animals or birds, and would not prevent gapes, roup, cholera or other diseases that affect poultry; and in this, that a statement, borne on the labels affixed to the cans, represented that the article when used in the strength and proportion as directed, would be effective against all types and varieties of the diseases of live stock known as scratches, grease heel, and mange, whereas in fact and in truth, the article, when used in the strength and proportion and in the method and manner as directed, would not be effective against all types and varieties of the diseases of live stock known as scratches, grease heel, and mange.

On December 8, 1919, the defendant company entered a plea of guilty to the first count of the information, and the court imposed a fine of \$25. The second count of the information was dismissed.

574. Misbranding of "Soluble Pine Oil Disinfectant." U. S. v. Hal H. Post (The Post Chemical Manufacturing Co.). Plea of guilty. Fine, \$25 and costs. (I. & F. No. 762. Dom. No. 14617.)

On November 22, 1919, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Hal H. Post, trading and doing business under the name and style of The Post Chemical Manufacturing Co., Cleveland, Ohio, alleging the shipment by the said defendant, on September 19, 1918, from the State of Ohio into the State of Pennsylvania, of 275 gallons of an article, contained in 5 drums, labeled "Soluble Pine Oil Disinfectant," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, water and mineral oil, which said inert substances and ingredients do not and did not prevent, destroy, repel or mitigate fungi, and the names and the percentage amounts of each of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the drums containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having fungicidal proper-

ties, and the total percentage of the said inert ingredients, stated plainly and correctly, or at all, on each or any label affixed to each or any of the said drums.

On December 12, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

575. Adulteration and misbranding of "Red Wing Insect Powder." U. S. v. Botanical Manufacturing Co. Plea of guilty. Fine, \$10. (I. & F. No. 783. Dom. No. 14345.)

On December 3, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Botanical Manufacturing Co., a corporation, Philadelphia, Pa., alleging the shipment by the said defendant, on or about August 21, 1918, from the State of Pennsylvania into the State of New York, of a quantity of an article, contained in 84 cans, labeled "Red Wing Insect Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the words, to wit, "Insect Powder," borne on the labels affixed to the cans, purported and professed that the standard and quality of the article were such that the said article was insect powder, that is to say, that the article consisted and was composed of the pulverized flower heads of a species or species of the chrysanthemum plant known as the pyrethrum plant, whereas, the strength and purity of the article fell below the said professed standard and quality under which it was sold, in that, in fact and in truth, the article was not insect powder, that is to say, the article did not consist and was not composed of the pulverized flower heads of a species or species of the chrysanthemum plant known as the pyrethrum plant, but the article consisted and was composed of a mixture of the pulverized flower heads of a species or species of the chrysanthemum plant, and the pulverized stems of such species or species of the chrysanthemum plant.

Misbranding of the article was alleged in that the words, to wit, "Insect Powder," borne on the labels affixed to the cans, were false and misleading in that they represented that the article was insect power, that is to say, that the article consisted and was composed of the pulverized flower heads of a species or species of the chrysanthemum plant known as the pyrethrum plant, whereas in fact and in truth, the article was not insect powder, that is to say the article did not consist and was not composed of the pulverized flower heads of a species or species of the chrysanthemum plant known as the pyrethrum plant, but consisted and was composed of a mixture of the pulverized heads of a species or species of the chrysanthemum plant and the pulverized stems of such species or species of the chrysanthemum plant.

On December 15, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10.



